

2125

**AGREEMENT**

**BETWEEN**

**CITY OF PASSAIC D.P.W.**

**AND**

**LOCAL UNION NO. 866 AFFILIATED WITH INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF AMERICA**

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**EFFECTIVE: JANUARY 1, 1993 THROUGH JUNE 30, 1995**

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**PREPARED BY:  
SCARINCI & HOLLENBECK  
DATED: JULY 11, 1994**

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## LABOR AGREEMENT

This Agreement is entered into between Local 866, affiliated with the International Brotherhood of Teamsters Chauffeurs, Warehousemen and Helpers of America, herein referred to as the ("Union"), and the City of Passaic, a Municipal Corporation of the State of New Jersey, hereinafter called the ("City").

### ARTICLE I

#### RECOGNITION

A. The City recognizes Local Union No. 866, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the sole and exclusive bargaining agency for all persons employed in classifications covered by this Agreement in all matters pertaining to rates of pay, wages, (salaries), hours of work, benefits, and other terms and conditions of employment.

B. **EXCLUDED** are all professional, office clerical, supervisory, watchmen, guards and other employees excluded by law.

### ARTICLE II

#### SUPERVISORY AND OTHER EXCLUDED PERSONNEL

A. At no time will any excluded employee, or employee with supervisory authority, be permitted to perform any work covered by this Agreement, except when no covered employee is available.

### ARTICLE III

#### DUES DEDUCTION AND AGENCY SHOP

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made pursuant to law.

B. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Business Administrator or his designee, during the month following the filing of such card with the City.

C. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the City written notice third (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the union and signed by the Secretary/Treasurer of the Union advising of such changed deduction.

D. The Union will provide the necessary check-off authorization form and the Union will secure the signatures of its members on the forms, and deliver the signed forms to the Business Administrator or his designee.

E. Any such written authorization may be withdrawn and become effective to halt deductions, pursuant to law, by filing the notice of such withdrawal with the Business Administrator or his designee.

F. The City agrees to deduct the fair share fee from the earnings of those employees hired on or after the signing of this

Agreement who elect not to become members of the Union and subsequently withdraw from the union, and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards, or the fair share assessment information as furnished by the Union to the City, or in reliance upon the official notification on the letterhead of the Union and signed by the Secretary/Treasurer of the Union, advising of such changed deduction.

**ARTICLE IV**

**PROBATIONARY PERIOD**

A. All newly hired employees shall serve a probationary period of ninety (90) calendar days.

**ARTICLE V**

**SENIORITY**

A. Seniority shall mean a total of all periods of employment within classifications covered by this Agreement, and shall refer only to regular full-time permanent City employees.

B. An employee shall lose seniority rights only for any one (1) of the following reasons:

1. Voluntary Resignation;
2. Discharge for just cause;
3. Failure to return to work within the prescribed period upon recall as provided in the lay-off and recall provision of this Agreement;
4. Continuous lay-off beyond recall period for re-employment outlined elsewhere in this Agreement.

C. Seniority shall prevail in all provisions of this Agreement where a preference may be exercised.

D. C.E.T.A. and other grant employees shall be given preference for full-time, regular employment. All employment during C.E.T.A. shall be counted as seniority when hired by the City.

## ARTICLE VI

### NOTIFICATION TO THE UNION

A. The City will notify the Union in writing of all promotions, demotions, transfers, suspensions, discharges, additions and deletions as they occur.

B. The City will notify the Union in writing prior to a layoff.

C. The City will provide the Union with an updated list of covered employees showing name, address, classification, Social Security Number, and rate of pay in January of each year.

## ARTICLE VII

### PROMOTIONS AND DEMOTIONS

A. The City shall comply with applicable Civil Service Law and Regulations.

B. An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a trial period of one hundred twenty (120) days. In the event the employee does not successfully pass this one hundred twenty (120) day trial period, such employee shall be given his former position without any loss of seniority or pay.

C. In the event a surplus exists in a particular classification, the employees with the least amount of classification seniority shall be demoted to the next lower classification.



## ARTICLE VIII

### TEMPORARY PROMOTIONS

A. The City shall comply with applicable civil service law and regulations.

B. An employee assigned to a classification with a higher rate of pay, shall be paid the higher rate of pay for time worked. Each fraction of one (1) hour shall be paid as a full hour. Overtime shall be paid on the basis of actual overtime worked.

## ARTICLE IX

### SUSPENSION OR REVOCATION OF LICENSE

A. In the event an employee shall suffer a suspension or revocation of his chauffeur's license because of a succession of size and weight penalties, caused by the employee complying with his employer's instructions to him, the employer shall provide employment for such employee at not less than his regular earnings at the time of such suspension for the entire period thereof, subject however, to the seniority and lay-off provisions applicable to him at the time of such suspension.

## ARTICLE X

### SUBCONTRACTING

A. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the employer may subcontract work only if the following conditions are met:

1. There are no employees on lay-off with unexpired recall rights;

2. No employees will be laid off during the period of the work being subcontracted;

3. The work cannot be done by the existing employees within the time such work is required to be completed.

#### ARTICLE XI

##### LAYOFFS AND RECALL

A. The City may reduce the working force only due to lack of work and/or insufficient budgetary appropriates.

B. Employees shall be laid off in the order of least total employment seniority.

C. Notice of such layoffs will be given at least forty-five (45) days before the scheduled layoff.

D. A laid off employee shall have preference for re-employment for a period of life.

E. The City shall rehire laid off employees in the order of greatest employment seniority. Under no circumstances whatsoever, shall the City hire from the open market while any employee has an unexpired term of preference for re-employment who is ready, willing, and able to be re-employed.

F. Notice of re-employment to an employee, who has been laid off, shall be made by registered or certified mail to the last known address of such employee.

G. The employee shall report to work within five (5) working days of recall. Failure to so report will be construed as an abandonment of employment and of any further recall rights.

H. Each employee is required to notify the City of any change of address and/or telephone number within five (5) working days.

## **ARTICLE XII**

### **SEPARATION OF EMPLOYMENT**

A. In the case of discharge, the City shall immediately pay all monies, including pro-rata vacation pay due to the employee.

B. In the case of resignation, the City shall pay all monies due to the employee, including pro-rata vacation pay on the next immediate pay day.

## **ARTICLE XIII**

### **SUPPLEMENTAL COMPENSATION UPON RETIREMENT**

A. Each employee shall be entitled, upon retirement, for service and age or disability, from a state administered retirement system, to receive a lump sum payment for earned and unused accumulated sick leave which is credited to him on the effective date of his retirement in the manner and to the extent provided for herein. Any employee who elects a deferred retirement benefit shall not be eligible for such supplemental compensation payment.

B. Such supplemental compensation payment shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day earned and unused accumulated sick leave, based upon the employee's average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$8,000 providing that the

employee shall elect to collect such money over a two (2) year period with the City paying two (2%) percent interest.

C. The lump sum supplemental compensation provided herein for accumulated sick days shall in no way effect, increase or decrease any pension or retirement benefits to such retired employee.

D. An employee who incurs a separation in service for any reason except that due to temporary lay-off shall have his accumulated sick leave computed only from the date of return to employment.

E. In the event of any employee's death after the effective date of retirement or before payment is made, the payment shall be made to his designated beneficiary. In the absence of a designated beneficiary, payment shall be made to the employee's estate.

F. Effective upon the signing of this Agreement, the supplemental compensation upon retirement shall apply also to the benefit of the estate of any unit employee who dies while in the employ of the City.

#### ARTICLE XIV

##### JOB STEWARDS

A. The City recognizes the right of the Union to designate Job Stewards and alternates. The Union will furnish the City with a list of the Stewards and alternates.

B. The authority of Job Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

2. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

(a) Have been reduced to writing; or

(b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the City's business.

C. Job Stewards and alternates have no authority to take strike action, or any other action interrupting the City's business, except as authorized by official action of the Union.

D. The City recognizes these limitations upon the authority of Job Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The City in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

E. Stewards with prior supervisory notification and approval, shall be permitted a reasonable period of time to investigate, present and process grievances on or off the property of the City, without loss of time or pay. Such approval shall not be unreasonably withheld. Such time spent in handling grievances

shall be considered working hours in computing daily and/or weekly overtime, provided such time is substantiated and documented.

#### ARTICLE XV

##### INSPECTION PRIVILEGES

A. Providing prior notice is given to the City and prior approval is obtained, authorized representatives of the Union shall have access to the City's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the City's working schedule. Such approval by the City shall not be unreasonably withheld.

B. The Union shall provide the City with a list of the authorized representatives.

#### ARTICLE XVI

##### DISCHARGE OR SUSPENSION

A. The City shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the City must immediately notify the employee, in writing, of his discharge or suspension and the reason therefor. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union office, within one (1) working day from the time of the discharge or suspension.

B. In respect to discharge or suspension, the City must give at least one (1) warning notice of the specific complaint against such employee, in writing, and a copy of the same to the Union and

the Shop Steward. The warning notice as herein provided, shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which the complaint and warning notice are based. In such cases where the safety of the employees is in jeopardy, this warning notice provision shall not apply. Both the City and the Union recognize the principle of progressive discipline with respect to discipline.

C. Before any employee is discharged, there shall be a written notice to the Union and the reason(s) for the intended discharge, and as soon thereafter as it is practicable to do so, a conference held between the Union and the City for the purpose of reviewing the matter.

D. A discharged or suspended employee must advise his Local Union in writing, within five (5) working days after receiving notification of such action against him, to appeal the discharge or suspension.

E. Notice of appeal from discharge or suspension must be made to the City, in writing, within ten (10) days from the date of discharge and/or suspension. The appeal shall be heard beginning with Step 2 of the Grievance and Arbitration provisions of this Agreement.

## ARTICLE XVII

### GRIEVANCE AND ARBITRATION PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department and the Shop Steward.

C. 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of policies, Agreements, and administrative decisions affecting them.

2. No grievance may proceed beyond Step Three herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step Three herein.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One: The aggrieved and the Union shall institute action in writing under the



provisions hereof within twenty (20) working days after the event giving rise to the grievance. An earnest effort shall be made to settle the differences between aggrieved employee and the immediate Supervisor for the purpose of resolving the matter informally. Failure to act within said twenty (20) working days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no Agreement can be reached within five (5) working days of the initial discussion with the Supervisor, the employee or the Union may present the grievance, in writing, within five (5) working days thereafter to the Department Head or his designated representative. The Department Head or his designated representative will answer the grievance in writing within five (5) working days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Business Administrator within five (5) working days thereafter. The Business Administrator or his designee shall respond, in writing, to the

grievance within ten (10) working days of the submission.

Step Four: If the grievance is not settled through Steps One, Two and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation. The costs for the services of the Arbitrator shall be borne equally by the City and the Union. Any other expense, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

F. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties, that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the

decision rendered by the Business Administrator or his designee on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be paid by the grievant or the Union.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

H. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined.

#### ARTICLE XVIII

##### HOURS OF WORK

A. The City agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday through Friday inclusive. There shall be no split shifts.

B. The scheduled hours of work are shown below:

7:30 a.m. - 4:00 p.m.

Except that seasonally, Street Sweepers, including Can Men and Traffic Line Paint Squad, may be required to start at an earlier starting hour, but in no event earlier than 6:00 a.m.

C. The City shall allow a one-half (1/2) hour unpaid lunch period each day.

D. The City agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of work.

E. The City shall allow a paid fifteen (15) minute break, once during each four (4) hour regular work period, excluding overtime.

F. The City agrees to guarantee an employee a minimum of two (2) hours of pay in lieu thereof at the applicable premium rate of pay, whenever an employee is called in to work outside of his regularly scheduled hours of work; except, when within two (2) hours prior to start time, payment shall be limited to time worked. The City shall have the right to retain the employee on duty for the said minimum time period.

G. The City agrees to guarantee an employee a minimum of four (4) hours' work or pay in lieu thereof at the applicable premium rate of pay, whenever such employee is required to report to work on either a Saturday, Sunday or holiday. The City shall have the right to retain the employee on duty for the said minimum time period.

H. The City agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

#### CUSTODIANS

The custodians will have two shifts from:

7:30 a.m. to 4:00 p.m.

4:00 p.m. to 12:30 a.m.

#### ARTICLE XIX

##### PREMIUM PAY

A. The City agrees to pay premium wages in accordance with the following rules:

1. One and one-half (1 1/2) times the straight time hourly rate shall be paid for:

(a) All hours spent in the service of the City in excess of eight (8) hours in any twenty-four (24) hour period.

(b) All hours spent in the service of the City prior to the scheduled starting time.

(c) All hours spent in the service of the City on any Saturday.

(d) All hours spent in the service of the City on any holiday in

addition to eight (8) hours' straight time holiday pay.

2. Two ((2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the City on any Sunday.

B. Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.

#### ARTICLE XX

##### JOB CLASSIFICATION SHEETS

A. The City will prepare and make available to the Union, job classification sheets describing the principal functions of each job classification covered by this Agreement, and any new classifications coming under this Agreement.

#### ARTICLE XXI

##### WORK ASSIGNMENTS

A. The City agrees not to direct or require their employees in the Bargaining Unit here involved, to perform work which is recognized as the work of the employees in said Unit, except when no covered employee is available.

#### ARTICLE XXII

##### RATES OF PAY

A. Employees will be classified and paid in accordance with the table of Job Classifications and Rates of Pay in Schedule "A", which is attached hereto and made part of this Agreement.

B. All employees hereafter hired under the C.E.T.A. or other Federal Grant programs, must be paid in compliance with all pay and general increase provisions negotiated.

1. Effective January 1, 1993, through June 30, 1993, a one and one-half (1.5%) percent increase on base salary.
2. Effective July 1, 1993, through June 30, 1994, a one (1%) percent increase on base salary.
3. Effective July 1, 1994, through June 30, 1995, a three and one-half (3.5%) percent increase on base salary.

#### ARTICLE XXIII

##### LONGEVITY

A. Employee's are entitled to receive longevity pay for each completed five (5) years employment.

B. The following shall be the longevity schedule:

Upon completion of 5 year	2% of base salary	
Upon completion of 10 years	4% of base salary	---
Upon completion of 15 years	6% of base salary	---
Upon completion of 20 years	10% of base salary	
Upon completion of 25 years	12% of base salary	
Upon completion of 30 years	14% of base salary	
Upon completion of 35 years	14% of base salary	

C. All employees hired from September 1, 1994, forward shall be entitled to the following longevity increment schedule:

Upon completion of 5 years	\$ 500.00
Upon completion of 10 years	1,000.00
Upon completion of 15 years	1,500.00
Upon completion of 20 years	2,000.00
Upon completion of 25 years	2,500.00
Upon completion of 30 years	3,000.00
Upon completion of 35 years	3,000.00

D. Longevity will be paid on the same basis and in the same fashion as heretofore.

E. Longevity pay shall be considered as part of base wages for the purpose of computing holiday pay, vacation pay, sick pay, retirement and overtime.

F. Longevity entitlement is based on each employee's initial date of hire.

#### ARTICLE XXIV

##### PAY DAY

- A. Employees will be paid all earnings by check bi-weekly.
- B. Employees will be paid during working hours.
- C. When pay day falls on a holiday, then the preceding day will be pay day.
- D. Vacation pay will be paid on the pay day prior to the start of the vacation period. The request of the individual employee must be made at least two (2) weeks prior to the start of the employee's vacation.

#### ARTICLE XXV

##### HOLIDAYS

A. The City agrees to pay such employee eight (8) hours pay without working for each of the following holidays:

New Year's Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving



Independence Day

Christmas Day

Labor Day

Martin Luther King's Birthday

B. Any holiday which falls on Saturday shall be celebrated the preceding Friday.

C. Any holiday which falls on Sunday shall be celebrated the following Monday.

#### ARTICLE XXVI

##### VACATIONS

A. Vacation entitlement shall be paid in accordance with the following schedule:

<u>Total Employment Seniority</u>	<u>Vacation Entitlement</u>
(1) Initial year of employment	One (1) working day for each month of paid service
(2) One (1) year to five (5) years, inclusive.	Twelve (12) working days
(3) Six (6) years to seven (7) years, inclusive	Thirteen (13) working days
(4) Eight (8) years to nine (9) years, inclusive	Fourteen (14) working days
(5) Ten (10) years	Fifteen (15) working days
(6) Eleven (11) years to twelve (12) years, inclusive	Sixteen (16) working days
(7) Thirteen (13) years to fourteen (14) years, inclusive	Seventeen (17) working days
(8) Fifteen (15) years	Eighteen (18) working days
(9) Sixteen (16) years to eighteen (18) years, inclusive	Nineteen (19) working days
(10) Nineteen (19) years	Twenty (20) working days
(11) Twenty (20) years and over	One (1) additional working day of vacation shall be added for

each additional year of service.

(12) Effective January 1, 1995, employees with 20 years and over of service shall be able to add one additional working day of vacation for each additional year of service up to 25 years. Any employee who has in excess of 25 years shall be allowed to continue to take the amount of days to which he/she was entitled in 1994, and which shall be capped at that amount.

B. Vacation pay shall be based on an employee's forty (40) hours' straight time pay.

C. Vacation may be scheduled throughout the calendar year.

D. Employees on vacation should not be recalled to work.

E. Preference for selection shall be awarded employees in order of greatest total employment seniority in the Bargaining Unit.

F. In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay.

G. In the event a death occurs in an employee's immediate family or the employee is disabled during the vacation period, the remaining vacation time shall be cancelled and rescheduled at a time mutually agreed to between the employee and the City. The City may request proof substantiating death or disability.

#### ARTICLE XXVII

##### PERSONAL DAYS OF ABSENCE

A. Employees shall be entitled to a maximum of Three (3) days leave of absence with pay for personal business, household or family matters described in this Section. Such days shall not be

carried over into the succeeding year or years. Payment for unused days shall not be permitted.

B. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside of the work day.

C. Personal, household or family refers to matters when an employee's absence from duty is necessary for the welfare of the employee or his or her family.

D. Employees will give twenty-four (24) hours advance notice as to which days will be taken.

#### ARTICLE XXVIII

##### SICK LEAVE

A. Permanent employees with less than one (1) year of employment, shall be entitled to one (1) paid sick leave day for each month worked for the first calendar year of employment.

B. Permanent employees shall be entitled to fifteen (15) paid sick leave days at the beginning of the following calendar year.

C. Temporary/provisional employees with one (1) or more years of employment shall be entitled to fifteen (15) paid sick leave days in each calendar year; to be pro-rated at the rate of one and one-quarter (1 1/4) days at the beginning of each month.

D. Unused sick leave days shall be accumulated from year to year without maximum limitation.

E. If an employee is absent for reasons that entitled him to sick leave, his supervisor or the dispatcher shall be notified at least one-half (1/2) hour prior to the employee's starting time.

Failure to so notify his supervisor may be cause to deny use of sick leave for that absence and constitute cause for disciplinary action.

F. Absence without notice for five (5) consecutive days shall constitute a resignation.

G. An employee who has been absent on sick leave for five (5) or more consecutive work days or for period totaling more than fifteen (15) days in any one calendar year, may be required to furnish a certificate, signed by a reputable physician, to the effect that the employee was not physically able to perform any duty connected with the employee's job. Such certificate also may be required for single day absences from employees having records of repeated absences, particularly when sick leave is taken on Mondays and Fridays and days immediately before and after vacation leave.

H. The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

I. The Business Administrator may require an employee on sick leave to submit to examination by a physician designated by the City, and whenever such physician shall report in writing that the employee is fit for duty, sick leave shall terminate. Such examination will be paid for by the City of Passaic.

**ARTICLE XXIX**

**HEALTH CARE INSURANCE PROGRAM**

A. The City of Passaic shall have the right to undertake a self-insurance program which would cover medical and surgical benefits for employees covered by this Agreement. Any medical or surgical self-insurance plan or program which the City of Passaic may establish or join, shall provide benefits which are equal to or better than the benefits available to employees covered by this Agreement under the Medical Surgical Program effective January 1, 1986.

1. Blue Cross 14/20 Plan (or equal)
2. Blue Shield (or equal)
3. Rider J (or equal)
4. Major Medical (or equal)
5. Dental Insurance (or equal)  
(Family)
6. Vision Plan (or equal)

B. The City agrees to pay the full cost for the above-described Health Care Insurance Program.

C. When an employee is terminated, laid off or recalled to work, the City will be required to pay the full amount of coverage for any part of the month for which the employee works.

D. Excluding the Dental Care Insurance, the City agrees to pay the premium for such Health Benefit Insurance as shall be in effect at the time of retirement for all retired employees with twenty-five (25) years of pension credit, as acknowledged in the City of Passaic Resolution No. 1697-76 which is attached hereto as Schedule "B".

E. Failure on the part of the City to regularly contribute as specified hereinabove, shall make him liable for all claims, etc. plus all arrears in payment.

F. The schedule of benefits to which each covered employee is entitled to will be attached to and made part of this Agreement.

G. The City agrees to pay the premium for a prescription plan to be obtained from National Prescription Administrators of Clifton, New Jersey, said Plan entitled "Plan 4" (or equivalent or better) which includes a \$1.00 deductible, oral contraceptives and family members up to twenty-three (23) years of age.

H. Effective September 1, 1994, the prescription drug program shall require a Five (\$5.00) dollar co-payment for brand name drugs per prescription and a Two (\$2.00) dollar co-payment for generic drugs per prescription with a Three Thousand Five-Hundred (\$3,500.00) Dollar maximum per year.

#### ARTICLE XXX

##### GROUP INSURANCE AND PENSION

A. Each permanent employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System.

B. Pension benefits shall be based on all regular wages including longevity pay.

#### ARTICLE XXXI

##### FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay, but in

no event to exceed five (5) consecutive working days, one (1) of which shall be the day of the funeral.

B. The employee's immediate family is considered to include: father, mother, spouse, child and foster child.

C. Funeral leave with pay shall not exceed five (5) working days.

D. Employee may utilize three (3) working days bereavement leave for the death of a sister, brother, grandparents or grandchildren of the employee.

E. The employee may utilize one working day of bereavement leave for the death of parents-in-law, brother or sister-in-law. Exception: Employee may take an additional day provided funeral is out of state and beyond a one hundred (100) mile radius from the City.

F. The City may request submission of proof.

#### ARTICLE XXXII

#### MILITARY LEAVE

A. Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.

B. Upon return from Military Leave, an employee shall resume all former employment service credits together with such improvements as such employee would have gained had Military Service not be entered, so that in no event will employment service

credit status be less than that provided by applicable Government Laws and Regulations.

#### ARTICLE XXXIII

##### JURY DUTY

A. An employee who is called to Jury Duty shall immediately notify the City.

B. An employee shall not be required to report back for work on any day in which court is attended for Jury Duty Service, regardless of the employee's shift.

C. The City agrees to pay the employee eight (8) hours straight time pay for each work day on Jury Duty Service.

D. The employee shall return to the City Treasurer all compensation received as a juror with the exception of public transportation expenses.

#### ARTICLE XXXIV

##### UNIFORMS

A. The City shall provide for each new employee the following uniforms:

Four (4) pants

Four (4) shirts

Four (4) summer shirts

One (1) winter Jacket

And shall, thereafter, maintain such uniforms. Replacement of any of the above equipment shall be on the basis of reasonable wear and tear. When damage results from negligence or carelessness on the



part of the employee, replacement cost shall be borne by the employee.

B. The City shall provide each new Bargaining Unit member with one pair of work shoes, cost not to exceed \$75.00, or at the employee's option, the City shall reimburse him \$75.00 of the cost of work shoes of the employee's choice, provided such shoes shall meet the approval of the Superintendent of Public Works. Thereafter, such shoes shall be replaced by the City on an "as needed" basis due to fair wear and tear, not to exceed one pair of shoes per year.

C. The City shall provide one pair of work gloves to all such Unit members as the Superintendent shall determine the need thereafter, and shall replace such gloves as needed due to fair wear and tear, not to exceed two pairs of gloves per year. However, in the case of the Division of Sewers, additional gloves will be disbursed at the discretion of the Superintendent.

D. The City shall provide twelve (12) sets of rain gear consisting of one (1) full length raincoat and one (1) hat per set. It is not the intention of the City, nor does the City accept the responsibility, for providing a set of rain gear for each member of the Bargaining Unit.

E. The City will provide one (1) lightweight jacket to each employee. Any replacement shall be subject to the wear and tear procedures listed herein.

**ARTICLE XXXV**

**UNION BULLETIN BOARD**

A. The City agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union, and are to bear the signature of the appropriate Union official.

**ARTICLE XXXVI**

**SPECIAL LICENSES**

A. The City shall pay the fee for the grant or renewal of any special licenses, except driver's license, which the employee is required by law to have in the performance of the duties and responsibilities specified in the job classification.

**ARTICLE XXXVII**

**TRAVEL ALLOWANCE**

A. Employees required to use their personal vehicles for City Business shall be reimburse sixteen (\$.16) cents per mile.

B. The City shall not require employees to take out on the streets or highways any vehicle that is not safe, in operating condition, or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified.

C. Any wearing apparel or safety equipment supplied to the employees by the City, including the clothing and safety equipment enumerated in Article XXXIV, must be work and/or utilized by the

employees. Failure to wear and/or utilize said safety apparel or utensils shall subject the employee to disciplinary action.

#### ARTICLE XXXVIII

##### SANITARY CONDITIONS

A. The City agrees to maintain a clean and sanitary washroom, having hot and cold running water, and toilet facilities.

#### ARTICLE XXXIX

##### LINE OF DUTY INJURY

A. An employee, who is temporarily disabled through injury as a result of his employment, may be allowed special leave with pay for a period of up to one (1) year commencing with the date of the injury, upon the request of the Department Director and the recommendation of the Business Administrator. The Business Administrator may make such recommendation only after presentation of satisfactory evidence of the nature of the disability and of its severity and duration, and after considering factors showing good reasons for the granting of such special leave, including among other things, the length of service of the employee, the employee's performance on the job, and the absence of any continued prior abuse of sick leave on the part of the employee.

B. Determination of the medical factors involved, including the issue of disability, the extent and duration of disability, and whether the disability is work connected, shall be made by a physician chosen by the City. Physical examinations may be made periodically and as often as the physicians shall determine as being required.

C. The special leave provided for herein shall not affect sick leave accumulated by the employee receiving the special leave.

D. Any wages to which an employee may be entitled pursuant to this Article shall be reduced by the amount of any Workmen's Compensation award made for temporary disability because of the injury requiring such leave.

E. Neither this Article nor the consideration of or granting of any special leave hereunder, shall restrict the City from requesting at any time that the employee involved be retired for permanent disability pursuant to the applicable provisions of any Pension or Retirement Statute.

F. The employee shall immediately notify his supervisor of any on-the-job injury.

#### ARTICLE XL

##### NON-DISCRIMINATION

A. The City and the Union agree not to discriminate against any individual with respect to hiring, compensation and other terms and conditions of employment because of such individual's race, color, religion, sex, national origin, or age. There shall be no discrimination by the City or by the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

#### ARTICLE XLI

##### PROTECTION OF RIGHTS

A. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an

employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including primary picket lines, of Unions party to this Agreement, and including primary picket lines at the City's places of business.

B. It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action, if an employee refuses to perform any service which the City undertakes, to perform as an ally of the City or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the City or person on strike.

#### ARTICLE XLII

##### NO STRIKE - NO LOCKOUT

A. The parties agree to settle any differences through the grievance and arbitration procedure, therefore, the Union agrees that it will not call a strike, or any other action interrupting the City's business, and the City agrees that it will not lock out its employees during the term of this Agreement.

#### ARTICLE XLIII

##### DRUG TESTING

The Union has agreed to drug testing procedures, a copy of which is attached hereto and made a part hereof as Appendix A.

#### ARTICLE XLIV

##### MAINTENANCE OF STANDARDS

A. The City agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working

conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provision of this Section shall not apply to inadvertent or bona fide errors made by the City or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. This provision does not give the City the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

#### ARTICLE XLV

##### MANAGEMENT RIGHTS

A. The Union recognizes that the management of all operations, the control of its properties and the maintenance of order and efficiency, is vested in the City, except as limited or modified by this Agreement; and except as so modified or otherwise provided by this Agreement, these management rights shall include, but shall not be limited to the right to:

1. Select and direct the working forces.
2. Hire, suspend, discharge, or take other disciplinary action against an employee for just cause.
3. Assign, promote, transfer or lay off employees.
4. Determine the scheduling of overtime to be worked.
5. Decide the number and location of its facilities.
6. Determine the maintenance and repair work to be performed.

7. Determine the amount of supervision required.

8. Determine the machinery and tool equipment to be purchased and utilized, determine methods and schedules of work and determine the selection, procurement, designing, engineering and control of equipment and materials.

9. Purchase the services of others by contract or otherwise, except as this right may be otherwise specifically limited in this Agreement.

10. Make reasonable and binding rules and regulations which shall not be inconsistent or contrary to this Agreement.

#### ARTICLE XLVI

##### SEPARABILITY AND SAVINGS CLAUSE

A. If any Article or Section of this Agreement or of any supplements or Riders hereto should be held invalid by operation or law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements of Riders thereto, or the application or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. In the event that any Article or Section is held invalid or enforcement of or compliance, with which has been restrained, as above set forth, the parties thereby shall enter into immediate collective bargaining negotiations after receipt or written notice of the desired amendments by either the City or the Union for the

purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

C. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the state-written notice, either party shall be permitted all legal recourse in support of its demand, notwithstanding any provisions of this Agreement to the contrary.

#### ARTICLE XLVII

##### DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 1993, and shall remain in effect to and including June 30, 1995. This Agreement shall continue in full force and effect until a successor Agreement is executed.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Passaic, New Jersey on the year and day first above written.

CITY OF PASSAIC

BY:

Margie Semler  
MARGIE SEMLER, MAYOR

ATTEST:

Jean A. Kalash  
CITY CLERK  
Assistant  
DATED: 10/5/94

TEAMSTERS LOCAL UNION 866

BY:

Ralph De Stefano  
RALPH DE STEFANO  
President

BY:

BY:

BY:

BY:

WITNESS:

Robert L. Long  
DATED: 10/5/94

LOCAL866.CLN